



COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF WOONSOCKET

AND

LOCAL 732, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

JULY 1, 2008 TO JUNE 30, 2011

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A G R E E M E N T

Pursuant to the provisions of Chapter 149 of the Public Laws of the State of Rhode Island, 1961, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Fire Fighters of Fire Departments", this Agreement is made and entered into this _____ day of May, 2009 by and between the CITY OF WOONSOCKET and LOCAL 732, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

ARTICLE I

1.1 RECOGNITION

The City of Woonsocket recognizes Local 732, International Association of Fire Fighters, AFL-CIO, as the exclusive bargaining agent for all employees of the Woonsocket Fire Department excepting only the Chief of the Department, for the purpose of collective bargaining relative to wages, salaries, hours, and working conditions. The rights of the City of Woonsocket and Fire Fighters and all other employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions. It is specifically provided that the Fire Fighters and all other employees who are subject to the terms of this Agreement shall have no right to engage in any work stoppage, slowdown, or strike; the consideration for such provisions being the right to a resolution of the disputed questions.

1.2 UNION SECURITY

The City of Woonsocket agrees not to discharge or discriminate in any way against any Fire Fighters for Union membership or activities.

Membership in Local 732, International Association of Fire Fighters, AFL-CIO, shall be a condition of employment upon completion of a probationary period of not more than one (1) year unless it is mutually agreed upon between Local 732 and the City of Woonsocket to extend a member's probationary period.

All on duty members shall be allowed to attend all of Local 732 regular and special meetings being held in the City of Woonsocket.

1.3 DUES DEDUCTION

The City of Woonsocket agrees to deduct Union dues and assessments from each paycheck during the term of this Agreement upon receipt of authorization cards from members of Local 732, International Association of Fire Fighters, AFL-CIO, and shall forward the same to the Treasurer of Local 732 by the 10th day of the month following the month of deduction.

ARTICLE II

2.1 MANAGEMENT RIGHTS

The City of Woonsocket shall retain the right to issue rules and regulations governing the internal conduct of the Fire Department as provided by law; provided, however that such rules and regulations do not conflict with the provisions of this Agreement and duly established past practices of the parties.

2.2 RULES AND REGULATIONS

The Chief of the Fire Department, annually, after consultation with the officers of Local 732, shall review and update the rules and regulations of the Fire Department and cause a copy of the

revised rules and regulations to be supplied to each member of the Fire Department.

These rules and regulations, when approved by the City Council, shall be incorporated in the Personnel Ordinance.

2.3 SENIORITY

(a) Seniority shall be defined and determined by the length of time that an employee, covered by this Agreement, has been employed in the Woonsocket Fire Department.

(b) Seniority shall prevail with respect to the following:

Transfers to any division, station, platoon or position within the Woonsocket Fire Department or by whatever name the transfer may be labeled, except for the following positions:

- Fire Marshal
- Fire Training Officer
- E.M.S. Coordinator
- Fire Alarm Superintendent
- Fire Equipment Mechanic
- Fire Alarm Officer
- Assistant Fire Marshal (2)
- Hazardous Materials Specialist

These positions shall be filled by the Chief of the Department at his/her discretion, provided, however, that any employee who is selected by the Chief to fill the above positions shall have the right to reject such positions at his/her discretion without the need of any explanation on his/her part.

(c) Seniority rights shall also prevail with regard to the following:

Days off, vacations, and job bidding. All jobs shall be subject to job biddings to be held within forty-five (45) days (or the Saturday following the forty-fifth day of the opening,) provided, however, that an employee may reject the position or benefit at his/her discretion without the need of any explanation on his/her part. Further, in the event that an employee should reject a position or benefit, it shall not be

construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail.

(d) In order to carry out the provisions of Paragraphs (b) and (c) above, the following bid system will be adopted:

The successful bidder for any job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he/she can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner; provided, however, that in cases where the City and the Local so mutually agree, such trial period shall not be mandatory. At the end of sixty (60) calendar days from the date of trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this section except in cases where the City and the Local so mutually agree to extend such a trial period. If, during the trial period, the City removes the employee from such position for alleged lack of reasonable progress in said position, the employee shall have the right to file a grievance in accordance with the provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any dispute over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned

It is understood by the parties hereto that during the trial period, a monthly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee and the Chief of the Fire Department.

The bid system provided herein shall be effectuated with the cooperation of the Union under the direction of the Chief of the Fire Department.

(e) A permanent and up-to-date seniority list shall be posted and maintained on the Bulletin Boards of all Fire Stations for the benefit of all employees and all seniority questions shall be resolved in accordance therewith.

(f) The City also agrees to furnish to the Local and maintain an up-to-date seniority list.

(g) Commencing July 1, 1976, when more than one (1) Private goes on the payroll of the Fire Department on the same day, seniority shall be determined among said Privates by their standing on the eligibility list. Prior to July 1, 1976, eligibility has been determined by said Privates drawing lots.

(h) When more than one (1) officer in a particular rank is appointed to the Department on the same day, seniority between them shall be determined by the length of time in service in the particular officer's rank.

ARTICLE III

3.1 SALARIES

A. Salaries of the employees of the Woonsocket Fire Department for the period July 1, 2008 to June 30, 2012 shall be as follows:

Rank	7/1/2008	7/1/2009	7/1/2010
Dispatchers(Probation)	\$575.96	\$575.96	Re-open 2.75% to 4.75%
Dispatchers	\$680.08	\$680.08	
Fire Equipment Mechanic	\$1092.16	\$1092.16	
Fire Fighters (Probation)	\$680.08	\$680.08	
Fire Fighters	\$948.36	\$948.36	
Haz Mat Specialist	\$1,092.16	\$1092.16	
Fire Alarm Officer	\$1,009.75	\$1009.75	
Fire Alarm Superintendent	\$1,07.69	\$1,207.69	
Engineer	\$948.36	\$948.36	
Acting Officer (Rescue)	\$1,009.75	\$1,009.75	
Acting Captain (Rescue)	\$1,092.16	\$1,092.16	
E.M.S. Coordinator	\$1,092.16	\$1,092.16	
Fire Lieutenant	\$1,009.75	\$1,009.75	
Assistant Fire Marshal	\$1,092.16	\$1,092.16	
Fire Marshal	\$1,207.69	\$1,207.69	
Fire Captain	\$1,092.16	\$1,092.16	
Fire Training Officer	\$1,207.69	\$1,207.69	
Deputy Fire Chief	\$1,207.69	\$1,207.69	

B. As of January 1, 1986, the City shall have the right to change the present weekly pay schedule to a bi-weekly pay schedule for all employees covered under this agreement.

C. Effective July 1, 2005 The two (2) Assistant Fire Marshals, one (1) Fire Marshal and one (1) Fire Training Officer will be paid one full pay grade above their rank.

3.2 LONGEVITY

Each employee of the Woonsocket Fire Department covered by this Agreement shall be entitled to longevity payment after he/she has served as a member of the Department for a period of five (5) years, including any probationary period established by the City. Payment for longevity shall be made during the month of November (based on the payroll rate of pay as of November 1st), or upon retirement or death if said event is between July 1st and November 1st. Each employee's anniversary date, during the contract year shall be used as the basis for payment. Payment shall be in one lump sum in a check separate from the employee's regular paycheck. Each employee entitled herein under shall only receive one (1) payment during the contract year. Payment for longevity shall be in accordance with the following schedule. Effective June 30, 1991, payment for longevity shall be included in the employee's annual salary for retirement pension purposes in accordance with the following schedule:

~~7/1/05~~ ~~7/1/06~~ ~~7/1/07~~

Commencement of employment to before completion of fifth (5th) year	0% 0%	0
Completion of fifth (5th) year to less than ten (10) years	9.0% 9.5%	10%
Completion of tenth (10th) year to less than fifteen (15) years	10.5% 10.5%	11%
Completion of fifteenth (15th) year to less than twenty (20) years	11.0% 11.5%	12%
Completion of twentieth (20th) year and over	12.0% 12.5%	13%

3.3 RESCUE SQUAD

All regular members of the Rescue Division shall be paid twenty-five (\$25) Dollars per week above their regular salary.

Any employee who fills in on Rescue shall receive Six Dollars and Twenty-Five Cents (\$6.25) per full day or night worked.

Effective July 1, 1988, any employee who completes a full year in the Rescue Division, shall carry over ten (10%) percent of his extra Rescue pay for Pension purposes.

A Rescue Training Officer/E.M.S. Coordinator shall be designated by the Chief of the Fire Department. He/she shall be in charge of Emergency Medical Services and it shall be his/her duty to conduct and upgrade all Fire Fighters and Rescue personnel in a continuing training and education program. The Rescue Training Officer's/E.M.S. Coordinator's functions shall be subject to the approval of the Chief of the Fire Department after consultation with officers of Local 732.

The Senior Lieutenant on each Rescue shall be assigned as Captain and shall be in charge of that Rescue truck.

The City shall maintain a One Million (\$1,000,000.00) Dollar liability insurance policy for all employees.

In order to bid as an officer or acting officer on Rescue, an employee must be EMT-C certified and must have been previously qualified as an acting Rescue Officer. The employee need not be a rescue driver at the time of the bid.

3.4 TIME OFF WHILE PERFORMING UNION DUTIES

(a) All employees covered by this Agreement who are officers of Local 732, not to exceed three (3), shall be allowed time off with pay (and without the requirement to make up such time off or to obtain a substitute) for all Union business in relation to contract negotiations and in connection with the administration of the terms and conditions of this Agreement.

(b) All employees covered by this Agreement who are officers of Local 732, not to exceed three (3), shall be allowed time off with pay (and without the requirement to make up such time off or to obtain a substitute) for the purpose of attending the national, state, or regional conventions and meetings of the International Association of Fire Fighters or AFL-CIO and for the purpose of attending courses, seminars, or other educational programs sponsored by the International Association of Fire Fighters or the AFL-CIO. Such time off shall be limited to a maximum of ten (10) days per contract year for each of the three (3) officers.

(c) Employees who are delegates to the Central Labor Council of Woonsocket, State Association of Fire Fighters, or the R. I. AFL-CIO, shall be allowed time off with pay (and without the requirement

to make up such time off or to obtain a substitute) for the purpose of attending such meetings if there is sufficient manpower available as determined by the Chief of the Woonsocket Fire Department..

(d) Any employee who is an elected officer and/or one employee of the Rhode Island State Association of Fire Fighters will be allowed a maximum of two (2) days off per year with pay (and without the requirement to make up such time or obtain a substitute) for Rhode Island State Association of Fire Fighters business.

3.5 TEMPORARY SERVICE OUT OF RANK

(a) Any members of the Woonsocket Fire Department temporarily assuming the duties of a higher rank, except acting shift Captains, shall receive the pay commensurate with the increased duties and responsibilities for any full day or night worked in that higher rank. Personnel assigned to fire alarm will receive the pay grade for the actual hours worked when assigned to apparatus for less than a full shift.

Any member filling a long term vacancy, considered six (6) weeks or over, shall be paid at their acting pay grade weekly. Any long term acting officer will receive overtime, holiday and callback pay at the rank he/she is filling, while in the acting officer capacity.

(b) In any case where an employee serving out of rank contracts an illness or suffers an injury in the performance of his/her duties, he/she shall be entitled to all of the benefits in Article XI, Section 11.3 and 11.4 of this Agreement, including pay at the rate he/she was receiving while serving out of rank; provided, that if an employee were forced to retire he/she would retire at the rate of pay at the rank he/she was serving when he/she contracted an illness or suffered injury in the performance of his/her duties.

(c) If bid positions are re-established in Fire Alarm, the Private who bids as the Senior Fire Alarm Operator on each shift will receive pay equal to a Fire Lieutenant.

3.6 MINIMUM MANPOWER REQUIREMENT

No fire apparatus, except Rescue vehicles, and one (1) Fire/EMS Squad, shall be operated at any time with less than three (3) fire fighters on the vehicle. The Fire/EMS Squad shall be a four (4) member Company assigned to one(1) building comprised of an Engine and a Rescue. The Engine and Rescue that make up the Fire/EMS Squad shall always respond together as a four (4) member Company. A fire response shall place all four (4) members on the Engine. An EMS response shall place two (2) members on the Rescue and two (2) members on the Engine. At no time will the Fire/EMS Squad be in service with less than four (4) members.

No Rescue vehicle shall be operated at any time with less than two (2) fire fighters on the vehicle who are E.M.T.C. qualified. Any third fire fighter who volunteers for Rescue must be E.M.T. qualified.

3.7 MINIMUM PLATOON STAFFING

The Woonsocket Fire Department shall be run on a four (4) platoon system. Two of the four (4) platoons shall be assigned twenty-nine (29) Fire Fighters, two (2) of the four (4) platoons shall be assigned twenty-eight (28) firefighters, consisting of the following: One (1) Deputy Chief, two (2) Captains, four (4) Lieutenants, three (3) Acting Captains or Lieutenants on Rescues, seventeen (17) Privates and two (2) Dispatchers. All of the four (4) Platoons shall have a minimum of twenty-six (26) Fire Fighters working on each Platoon.

The Woonsocket Fire Department will operate with 123 employees plus the Fire Chief.

The City shall not layoff any fire fighters or eliminate any Fire Department positions for the duration of this contract.

3.8 MINIMUM DAY HELP STAFFING

(a) Day help within the Woonsocket Fire Department shall consist of one (1) Fire Alarm Superintendent, one (1) Captain assigned as Fire Training Officer, one (1) Captain assigned as Fire Marshal, one (1) E.M.S. Coordinator, one (1) Mechanic, one (1) Private member assigned as Fire Alarm Officer, ~~two~~ (2) Lieutenant's assigned as Assistant Fire Marshals, ~~one (1) Private or civilian assigned as Fire Clerk,~~ and ~~**one~~ (1) Haz Mat Specialist.

(b) (b) The Fire Alarm Superintendent's position shall be assigned by the Chief of the Department to a current member of the Fire Department if the member scores within the top three candidates. Should more than one candidate be a Fire Department employee, the Chief shall have the choice of those candidates.

3.9 FILLING VACANCIES

(a) Any vacancies within the Woonsocket Fire Department, ~~including Day Help Staff,~~ shall be filled within sixty (60) days of its creation, unless there is no Fire Department (new employee) entrance list available; in which event the time for appointment shall be extended an additional fifteen (15) days.

(b) The child or children of any fire fighter who suffers a line of duty death at a fire scene, responding to or returning from an alarm, upon successfully passing all components of an entrance

exam, will automatically be placed first on the entrance list. If more than one child is on the same list, they will be placed on the entrance list by their score on the written exam.

3.10 LIGHT DUTY

Light duty shall be available to all Fire Fighters who are on sick leave or injury on duty status (with Doctor's approval) according to the seniority provisions of the C.B.A. Fire Fighters on Light Duty may fill in as Fire Alarm Dispatchers and all positions as assistants to day help personnel.

ARTICLE IV

4.1 HEALTH CARE COVERAGE

(a) Effective November 1, 2005, all employees will receive Healthmate Coast to Coast as their health insurance.

Office visit co-pay	\$10.00
Allergist / Dermatologist	\$15.00
Chiropractic Care(unlimited)	\$10.00
Specialist	\$10.00
Pediatric Preventive Care	\$10.00
Routine Vision	\$10.00
Urgent Care Center	\$25.00
Emergency Room	\$100.00
Vision Care Rider	\$50.00 towards hardware (glasses/contacts)
Prescription Drug Coverage	20% (brand / generic)

Full time students are covered through the calendar year they attain age 23.

In addition and incorporated herein please refer to the specific health plan attached as Exhibit A.

Commencing on the next pay period Monday after the signing of this agreement and council ratification thereof, active employees

shall be required to make a contribution to their health insurance premiums as follows:

- From signing date to 6/30/09 \$25.00 per member
- From 7/01/2009 to 6/30/2011 \$28.00 per member

(b) The City shall pay the ~~entire~~ remaining cost, including Family coverage, applicable where an employee has a family within the Blue Cross definition, for an employee, covered by this Agreement, placed on the disability or retirement pension list after July 1, 1982, and the semiprivate plan of the R.I. Hospital Service Corporation (Blue Cross) and also the R.I. Medical Society Physicians' Service Plan 100 in accordance with the rules and regulations of such corporation. The City shall pay the cost of Major Medical for such retirees. Said coverage may be temporarily suspended by the City in avoidance of dual coverage if equal or greater benefits are provided through any other means to said retiree. The City shall supplement Medicare entitlement by Blue Cross Plan 65.

(c) The City shall pay the sum of One Hundred Twenty-Nine Dollars and Sixty Cents (\$129.60) per year for each employee covered by this Agreement for the purpose of Life Insurance. Such sum shall be paid to Local 732 before July 21 of each year.

(d) The City agrees to pay the full cost of medical insurance provided in sub-paragraph (a) above for the widow/widower and his/her family of any employee covered by this Agreement who may be killed in the line of duty, provided, however, that the death shall occur within two (2) years of the date of the injury or illness.

Such payment shall continue until the widow/widower dies or remarries. In the event the widow/widower deceases leaving children under the age of twenty-one (21) years, the City will provide the coverage specified in sub-paragraph (a) hereof for each child until each child attains the age of twenty-one (21) years. This provision shall be retroactive to January 1, 1976 and provided, further, that said coverage may be temporarily suspended by the City if equivalent benefits are provided by any employer of said widow/widower and/or children.

(e) The City of Woonsocket agrees to set aside, in a special account, on July 1st of the contract year, One Hundred Thousand Dollars (\$100,000), to be divided into two (2) special accounts, \$67,500 for Level 1 and \$32,500 for Level II, for the purpose of defraying the costs of any dental bills of members of the Woonsocket Fire Department and their families, children to age 19, or to age 23 if they are full-time students. These special accounts shall be a joint account between the City and Local 732. The account shall be administered by Local 732. All members of the Woonsocket Fire Department on July 1st shall be credited an equal portion of the money set aside for that contract year, plus any money that was credited to him/her for the previous year that he/she did not use. Local 732 shall invest the money in these special accounts. Any member who dies or retires during the contract year shall receive all of the money currently credited to his/her name.

All additional money over Sixty-Seven Thousand Five Hundred (\$67,500.00) Dollars as of July 1, 1998 shall be used to pay for Level II benefits as prescribed in the Dental Fund Rules. If any of this additional money is left over at the end of the contract year, then this money shall be equally divided among the members on June

30th of each contract year. The City will provide monthly statements for these two (2) accounts to Local #732.

(f) The City reserves the right to explore other medical programs containing equal benefits and service. No other medical programs other than provided for in this Agreement can be implemented without the approval of Local 732.

(g) Effective July 1, 1995, the City shall pay twenty-five (25%) percent of the premium cost of the health insurance to any employee who chooses to drop his/her health insurance coverage. Said amount shall be paid during the month of the health insurance contract renewal. The employee must prove there is other health care coverage in effect. The City will assume all line of duty injury bills.

(h) If an employee retires with a negative balance in their Level 1 account, the amount will be deducted by the City from their severance payout and returned to the Level 1 account.

4.2 FUNERAL EXPENSE BENEFIT

The City of Woonsocket agrees to defray the funeral and burial expense of any employee of the Woonsocket Fire Department up to a maximum of Five Thousand (\$5,000.00) Dollars who, while in the actual performance of his/her duties in fighting a fire or in going to or coming from an alarm, shall be killed or whose death directly results from injuries sustained in the actual performance of his/her duties while fighting a fire or in going to or coming from an alarm; provided, however, that the death shall occur within one (1) year of the date of injury; and provided further, that the employee shall not have engaged in employment for pay within said one (1) year period.

4.3 FAMILY MEDICAL LEAVE ACT

The State or Federal Family Medical Leave Act will be followed, whichever is more beneficial to the members of Local #732.

4.4 PEER COUNSELING PROGRAM

(a) Peer Counseling Program Representatives {a maximum of two (2)} shall be allowed ten (10) days off each with pay (and without the requirement to make up such time or obtain a substitute) for Program related duties. They shall have the right to be excused from duty for all encounters if their services are necessary (with pay and without the requirement to make up such time or obtain a substitute). The Deputy Chief shall make arrangements to replace the representative.

(b) The City of Woonsocket will pay the cost of seminars for the Peer Counseling Program not to exceed Two Thousand (\$2,000.00) Dollars per year for all programs.

ARTICLE V

5.1 EDUCATION AND TRAINING

The City of Woonsocket will reimburse any Fire Fighter for fees and books, but not transportation, upon presentation of satisfactory evidence that said Fire Fighter has completed any courses up to and including a Bachelor Degree, in a program approved in the Rhode Island Fire Fighters Incentive Pay Program at any higher education institution in the State of Rhode Island.

ARTICLE VI

6.1 DUTIES AND PROMOTION PROCEDURES

The duties of members of the Woonsocket Fire Department shall consist of the prevention, control and extinguishment of fires, together with the necessary administrative and service functions as presently conducted by the Fire Department, including the Fire Equipment Mechanic's Department.

6.2 DETAILS TO OTHER DEPARTMENTS PROHIBITED

The City of Woonsocket agrees that members of the Woonsocket Fire Department, whose duties are as defined in ARTICLE VI, Section 6.1, shall not be detailed to other departments of the City unless a state of emergency is declared by the Mayor or, in his/her absence, the President of the City Council or the Public Safety Director. The details from one unit to another within the Fire Department shall be the responsibility of the Company Officer.

6.3 PROMOTIONS

Promotions to the ranks of Lieutenant, Captain and Deputy Chief on the Woonsocket Fire Department shall be made as follows:

(a) All tests shall be multiple choices of not less than one hundred (100) questions and not more than one hundred fifty (150) questions.

(b) The source of books for all examinations shall be Fire Officer's Handbook of Tactics (John Norman), Management in the Fire Service and a complete set of International Fire Service Training Association manuals. All the questions may come from one book or any

combination of books listed above, with a minimum of 10 questions coming from any manual referenced.

(c) The normal application period for promotional exams will be from the first Monday in December to the last Friday of December preceding the testing year. Any employee promoted after the application period but before the exam will be allowed to take the appropriate exam. In the unlikely event that the existing list of promotional candidates is exhausted before the scheduled testing year, the City and Union will work together to insure that the testing procedure can be completed as soon as practicable. Any certified testing company shall be used to create the required examinations using the above listed books. A book list and any other pertinent information from the testing company will be picked up at the Personnel Office and signed for by each candidate by the last Friday in January of the testing year. The City will provide the Union with a book list at this time. The exams will be ordered and shipped to the City with a security seal on the packaging. When the exam package arrives, the President of the Union or his/her designee, who is not taking the exam, will examine the contents for accuracy, reseal it, and initial the seal along with a representative of the City. This package will not be opened again until the day of the exam, at the testing site, with the Union Proctor present. The President of the Union, or his/her designee, who is not taking the exam, will proctor both exams and will be compensated at their overtime rate. The answer sheets will be copied and originals sent to the testing company for correction.

(d) Employees must have seven (7) years on the Woonsocket Fire Department by June 1st of the testing year in order to be eligible to take the test for Lieutenant.

(e) Employees must have two (2) years on the Woonsocket Fire Department as a Lieutenant or be a Lieutenant with fourteen (14) years by June 1st of the testing year on the W.F.D. in order to be eligible to take the test for Captain.

(f) Employees must have two (2) years on the Woonsocket Fire Department as a Captain or be a Captain with twenty-one (21) years by June 1st of the testing year on the W.F.D. in order to be eligible to take the test for Deputy Chief. In the event that a Deputy Chief is needed and there are no Captains' with two (2) years of service, a reduction in the number of years required will be negotiated with Local 732 on a one time basis.

(g) All employees who attain a raw score of seventy-five (75%) percent shall have their names placed on the appropriate promotional list by seniority. The most senior employee shall be promoted.

(h) The holding of grades from previous examinations is prohibited.

(i) All questions concerning seniority shall be answered by the official Fire Department Seniority List.

(j) All promotional lists shall last for a two (2) year period or until all fire fighters on the list have been promoted, whichever comes first. All vacancies will be filled within a thirty (30) day period from the list in place on the date of the retirement for all subsequent ranks. If there is no list, fifteen (15) additional days will be allowed. The promotional lists will be certified and in place prior to May 31st, the expiration date for the

active list, of the testing year. A certified list shall run two years from June 1st of the testing year until May 31st.

Promotional tests will be given on the first Saturday in April of even numbered years. On the exam day, the Lieutenants exam will be given at 8:30 am and the Captain and Deputy Chief's at 1:30 pm.

(k) If a promotion is not made within ninety (90) days of the opening, the City shall pay the Union that amount of money for the rank not filled, for every day after the original ninety (90) days. Any fire fighter that applies for a promotional examination and does not take such examination shall have sixty (\$60.00) dollars deducted from his/her next pay period to cover the cost of the examination.

(1) Personnel taking promotional examinations may review their test one (1) time with a two and one-half (2-1/2) hour maximum time limit. Any person taking the examination will be allowed to review any other person's examination that scored higher than him/her. The review period shall last seven (7) days. The seven-day review period will begin on the first Monday following receipt of the corrected tests and will be construed as working days for the Personnel Office. All candidates will be notified by mail of the review period. The final exam grades will be mailed to the candidate's home by certified/return receipt mail as soon as the list is certified.

Employees will be allowed to challenge any questions during the review period.

(m) Any eligible person promoted to the next higher rank must serve in the higher rank for a period of not less than six (6) months prior to the retirement in order to retire at the new pay rate of that rank. If an employee is forced to retire because of

illness or injury within six (6) months of his/her promotion he/she shall retire at his/her new rank rate of pay.

(n) Employees must have two (2) years on the Woonsocket Fire Department as a Captain, or be a Captain with twenty-one (21) years on the Woonsocket Fire Department, or be a Deputy Chief in order to be eligible to take the test for Fire Chief.

(o) Any employee who is unable to take the promotional test on the test day will be allowed to take the test on the Monday following the test day for the following excuses only:

Death in the family within 24 hours of the test or funeral on the day of the test for the following family members: parent, child, spouse, or sibling. Emergency admission to the hospital within 24 hours of the test day for the above family members or the candidate.

(p) Employees who are out on long term injury or illness prior to being promoted must be found physically fit by a physician of his/her choice who shall be agreed upon by the City, the City paying the full cost of the medical examination. (I.e. Long term shall mean that an employee is out for three (3) consecutive months or more.)

(q) An Acting Rescue Lieutenant who is promoted to Fire Lieutenant shall be allowed to remain on Rescue as a Lieutenant.

(r) Any employee covered by this agreement that was hired prior to 1969, shall not be required to have a high school diploma or G.E.D. equivalency in order to be eligible to take a promotional examination.

(s) The City will provide each station with a complete set of books to be used for the promotional examination. Station 2 will be provided with two (2) complete sets of books. All books on

the exam list will be in the fire stations by February 14th of the testing year.

(t) A Fire Lieutenant who has an active E.M.T.C. card can bid as a Rescue Officer when an opening occurs, provided the officer has served six (6) consecutive months on the Rescue, and has been designated as being Rescue Officer qualified prior to being promoted.

(u) Any personnel in Day Staff or Acting Officer positions may stay in their respective positions if promoted.

6.4 SPECIAL FUNCTIONS

No employee covered by this Agreement shall be compelled to parade or to attend the Inaugural Ball or other civic functions.

6.5 E.M.T.C. REQUIREMENT

(a) All firefighters appointed after July 12, 2005, shall be required to obtain and maintain their EMT-C status for a minimum of fifteen (15) years. Effective July 1, 1995, when the number of EMT-C certified employees falls to thirty-five (35), the next appointed fire fighter shall be required to become EMT-C certified as soon as possible.

(b) Any employee who chooses to attend or is required to attend EMT and/or EMT-C School while on duty shall be given the time off without the requirement to makeup said time with the Chief's authorization.

(c) The City shall bear the cost of EMT and EMT-C classes for any employees who are required or choose to attend these classes with the Chief's authorization.

(d) In no case will an EMTC hired before July 1, 1984 be required to maintain their EMTC status.

(e) All EMT-C recertification classes/requirements will be done on duty at the cost of the City of Woonsocket provided the employee complies with the posted recertification schedule.

ARTICLE VII

7.1 HOURS

The regular work schedule for members of the Fire Fighting Division and Rescue Units shall be an average workweek of forty-two (42) hours. The schedule for such a workweek to be a four(4)Platoon system, working two (2)ten(10)hour days, two(2)fourteen (14) hour nights, and four (4) days off. The regular work schedule for the Superintendent of Fire Alarm, Training Officer, Fire Marshal, Assistant Fire Marshal, E.M.S. Coordinator, Haz Mat Specialist, Fire Clerk, Fire Alarm Officer, and the Fire Equipment Mechanic shall be Monday through Friday, 8:00 o'clock a.m. to 12:00 o'clock noon and 12:30 o'clock p.m. to 4:00 o'clock p.m.

7.2 SUBSTITUTIONS

The right to substitute at any time shall be permitted; provided, however, that prior permission be obtained from the Deputy Chief of the Department. Return time must be worked within one year of the time trade. An employee will not be responsible to return lost time due to a job related injury/illness during a substitution.

7.3 CALL BACK

All members of the Woonsocket Fire Department, excepting the Chief, who are called back for duty, shall be compensated for at

least four (4) hours at the rate of time and one-half (1-1/2) whether said employee works the full four (4) hours or not. In addition, for any hours worked on a callback in excess of four (4) hours, the same shall also be paid for by the City at the rate of time and one-half (1-1/2).

However, when an oncoming platoon is called to duty prior to its normal reporting time, the members of the platoon shall be compensated only at the rate of time and one-half (1-1/2) for the hours before their normal reporting time.

When a Hazardous Materials Incident occurs requiring the services of the department Hazardous Materials Team, and said Team member is on duty, the Hazardous Materials Team will be relieved from duty on his/her company to assist in the incident. An off duty employee will be called in to man the Hazardous Materials Team Members company and will be compensated at the rate previously described in this section.

7.4 OVERTIME PAY

All members of the Woonsocket Fire Department, except the Chief, shall be compensated for hours worked in excess of their normal tour of duty on the basis of time and one-half (1-1/2) said employees' regular hourly rate of pay. (Exception: For fiscal year 7/1/09 to 6/30/10 compensation for overtime will be dispersed at straight time paid as cash and one half time paid in compensatory time.) Any/all member(s) at FLSA maximum of 480 hours shall be paid as cash. This exception shall sunset on 6/30/10.

When a platoon is held over beyond its normal quitting time, such additional time shall be compensated for at the rate of time and one-half (1-1/2) the employees' regular hourly rate of pay. Quitting time shall be construed as the normal time when tour of

~~duty ends. Call back as in Section 7.3 and overtime as in Section 7.4 shall not apply to Deputy Chiefs who are called in for conference with the Chief.~~

7.5 COMPENSATORY TIME OFF

~~Effective July 1, 1988,~~ All employees who take compensatory time in place of overtime shall be allowed to convert that time to vacation time and shall be allowed to take said vacation time if there is no employee filling a vacation slot at the time requested by the employee. Effective July 1, 2008, all old c-time will become new c-time.

7.6 MUTUAL AID

The City agrees that it will not call in Mutual Aid from other communities (except for special equipment) until all available In-Service apparatus has been exhausted. In the event that all available In-Service apparatus has been exhausted, the City shall reserve the right to protect said City by calling in Mutual Aid. The responding Mutual Aid companies shall be utilized as a "First Alarm Complement". They shall respond to any and all alarms of fire within the City limits until such time as members of the "Off-Duty Platoon" (assigned to reserve apparatus) shall be called and the reserve apparatus is manned. When a mutual aid company is called in to standby in the city, an officer will be called in to ride along and supervise. If an officer is not available, a firefighter will be called. Rescues shall be exempt from this clause for EMT/C Recertification.

The City agrees if we provide mutual aid for a confirmed fire incident, requiring our company(s) to be unavailable for our use for

an extended period, spare apparatus shall be staffed to provide adequate protection for the City of Woonsocket.

ARTICLE VIII

8.1 VACATIONS

All permanent employees in full-time positions who have six (6) months or more seniority in the applicable year shall receive a vacation with pay computed as follows:

<u>SENIORITY</u>	<u>VACATION</u>
Six (6) months to one (1) year	4 working days
One (1) year to five (5) years	8 working days
Five (5) years to ten (10) years	12 working days
Ten (10) years to fifteen (15) years	16 working days
Fifteen (15) years to twenty (20) years	20 working days
Twenty (20) years and over	24 working days

With respect to employees normally working less than forty-two (42) hours per week (i.e., daytime personnel) their vacation shall be as follows:

<u>SENIORITY</u>	<u>VACATION</u>
Six (6) months to one (1) year	1 week
One (1) year to five (5) years	2 weeks
Five (5) years to ten (10) years	3 weeks
Ten (10) years to fifteen (15) years	4 weeks
Fifteen (15) years to twenty (20) years	5 weeks
Twenty (20) years and over	6 weeks

Probationary employees shall not be allowed to use vacation time until after they have completed six (6) months on the Woonsocket Fire Department.

8.2 VACATION SENIORITY

Seniority shall apply in selecting the vacations by platoon without regard to rank, and shall be determined by the length of

time that an employee covered by this Agreement has been employed in the Woonsocket Fire Department.

An employee's total seniority on the Woonsocket Fire Department in the applicable year shall be used as a basis of computing the length of vacation under the provisions of Section 8.1.

8.3 CHOICE OF VACATION

Choice of vacation shall be determined by the seniority provisions of this Agreement.

8.4 DISTRIBUTION OF PAY

The distribution of vacation pay shall be on or before the start of the employee's vacation.

8.5 UNUSED VACATION LEAVE

In case an employee dies or retires leaving accrued vacation pay not yet paid to him/her, the City shall pay the amount of such vacation pay (to be computed as a daily rate of pay being one-fifth ($1/5$) of the employee's weekly rate of pay times the number of unused vacation days) to the executor or the administrator of his/her estate or to the next-of-kin to the satisfaction of the City. In case of retirement of an employee, said amounts shall be paid to the employee on retirement. Employees hired after July 1, 1985 shall have their daily rate of pay computed as one-quarter ($1/4$) of their weekly rate of pay times the number of unused vacation days.

8.6 ESTABLISHMENT OF VACATION SCHEDULES

Vacation schedules shall be established by the appointing authority; provided, however, that the City shall permit four (4) employees on each of the four (4) platoons to be on vacation at the same time during the entire year. Notices setting out the

vacation periods shall be posted by the City on or before December 15th for the vacation year commencing the following January 1st. Effective January 1, 1989, the Deputy Chief on each platoon shall be included as one of the four (4) employees.

The foregoing paragraph shall be construed so as to permit four (4) officers to be on vacation on each platoon at any given time if such should result by their seniority pick. In such circumstances, however, the Chief, at his/her discretion, may replace any one (1) or more of said officers and in doing so, shall pick the replacement from the appropriate promotional list.

More than four (4) fire fighters or officers will be permitted on vacation at the same time on each platoon provided that no overtime cost is incurred by the City. All fire fighters over four (4) on each platoon requesting vacation shall be required to call the Deputy Chief no sooner than one (1) hour before their normal starting time to check whether sufficient manpower is available for their vacation to be granted.

8.7 VACATIONS DURING CALENDAR YEAR

(a) Vacation for the calendar year shall extend up to January 3rd when an employee's "last cycle" of the year overlaps into the next calendar year.

(b) Vacation time may be accumulated to the next calendar year up to a maximum of forty (40) days. However, if an employee retires on regular pension, the City would be limited to reimbursement of the vacation days actually accrued for the calendar year in which he/she retires and not any vacation days accumulated from previous years.

(c) Employees who are unable to take their vacation due to injury-on-duty status, illness and/or death-in-family leave, shall

accumulate their vacation days (no limit). However, they must use their vacation days from the previous year within the calendar year in which they return provided there are vacation slots open. If no vacation slots are available, the employee shall use their vacation time in the next calendar year.

(d) If an employee is unable to return to duty and receives any disability pension, the City shall reimburse him/her the unused vacation days at the rate of pay in effect when vacation days were originally accrued.

(e) An employee may convert up to four (4) days of vacation to compensatory-time vacation at the rate of twelve (12) hours for each day of vacation on shift. Day shift employees may convert up to five (5) days at ten (10) hours each day. Compensatory-time vacation must be taken at a minimum of four (4) hours, with full shifts having preference, and must be granted if a vacation slot is available. An employee must call at 7:00 a.m. or 5:00 p.m. to verify availability for less than a full day or night.

ARTICLE IX

9.1 CLOTHING

The clothing allowance for members of the Woonsocket Fire Department shall be as follows:

Uniformed Fire Fighters:

- 4 Deputy Chiefs
- 1 Training Officer
- 1 Fire Marshal
- 1 Assistant Fire Marshal
- ~~1 Fire Clerk~~
- 1 Fire Alarm Officer
- 1 Fire Equipment Mechanic
- 1 Fire Alarm Superintendent
- 1 E.M.S. Coordinator
- 1 Haz Mat Specialist

Seven Hundred (\$700.00) Dollars per year - - This amount is to be distributed to the above named employees as follows: Three Hundred Fifty (\$350.00) Dollars December 1st and June 1st of each contract year. (Exception: payment due 6/09 shall be waived.)

Non-Uniformed Fire Fighters: Six Hundred (\$600.00) Dollars per year--This amount is to be distributed to the employees as follows: Three Hundred (\$300.00) Dollars on December 1st and June 1st of each contract year. (Exception: payment due 6/09 shall be waived.) It is further agreed that any protective clothing such as helmets, rubber or canvas coats, night hitches, boots, rubber gloves, and woolen mittens shall be replaced or repaired subject to the approval of the Chief of the Department at the City's expense when damaged or destroyed while working during an emergency.

Dispatchers: Two Hundred (\$200.00) Dollars per year -- This amount is to be distributed as follows:

One Hundred (\$100.00) Dollars on December 1st and June 1st of each contract year. (Exception: payment due 6/09 shall be waived.)

9.2 CLOTHING MAINTENANCE ALLOWANCE

The City agrees to provide members of the Department the sum of Six Hundred (\$600) Dollars per year for the cleaning, maintenance and upkeep of their uniform and work attire, said sum to be paid in two (2) installments on July 1st, and on January 2nd of each year. (Exception: payment due 1/10 shall be waived.)

ARTICLE X

10.1 PAID HOLIDAYS

The following holidays shall be paid holidays for all members of the Woonsocket Fire Department:

New Year's Day	V-J Day
Martin Luther King Day	Labor Day
Washington's Birthday	Firefighter's Memorial Day 9/11
Easter Sunday	Columbus Day
May 4 th	Armistice Day
Memorial Day	Thanksgiving Day
July 4 th	Christmas Day

Each Fire Fighter shall receive an additional day's pay for each of the holidays specified above, which shall be computed by dividing the individual weekly wage by forty (40) and then multiplying this amount by eight (8) Employees hired after July 1, 1985 who have completed twenty (20) years of service on the Woonsocket Fire Department, shall have their holiday rate based on twelve (12) hours instead of eight (8).

Effective July 1, 1991, holiday pay shall be included in employees' annual salary for pension purposes.

Employees may take Compensatory Time in lieu of cash for any paid holiday. Each holiday will be equivalent to ten (10) hours.

ARTICLE XI

11.1 SICK LEAVE

(a) Each member of the Fire Department covered by this Agreement shall earn sick leave at the rate of one and one-quarter (1-1/4) working days for each full calendar month of service;

provided, however that such benefit shall not accrue in excess of one hundred sixty five(165) working days.

(b) When an employee dies or retires leaving unused sick leave, the City shall pay the amount of such sick leave at the rate of sixty (60%) percent up to ninety (90) days to the executor or administrator of his/her estate or to the next of kin to the satisfaction of the City. In case of retirement of an employee, said amounts shall be paid to the employee on retirement.

~~Effective July 1, 1992, the sixty (60%) percent shall be seventy (70%) percent up to one hundred and five (105) days. Effective July, 2002, the seventy (70%) percent will be eighty (80%) percent up to one hundred thirty two (132) days. Effective July 1, 2003, the eighty (80%) percent will be eighty five (85%) percent up to one hundred forty and one fourth (140.25) days.~~

Payment for unused sick leave upon retirement or death shall be as follows:

Fifty (50%) percent of the dollar amount upon retirement or death, the remaining fifty (50%) percent shall be paid within one (1) year of the first payment.

(c) In any case where an employee has accumulated his/her maximum sick leave entitlement under Paragraph (a) above, he/she shall, at the end of each contract year, be entitled to be paid for any unused days of sick leave at 100% of their daily rate for each unused day.

Payment for said days of unused sick leave shall be at the employee's daily rate of pay at the end of the contract year, the daily rate of pay being one-fifth (1/5) of the employee's weekly

rate of pay. Said payment shall be due and payable within thirty (30) days of the last day of the contract year in one lump sum in a check separate from the employee's regular paycheck.

11.2 REASONS FOR SICK LEAVE

Sick leave for members of the Fire Department shall be granted for the following defined reasons:

(1) Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his/her present position or of some other position in the Department if said employee is found capable of other work by a qualified physician.

(2) Attendance upon members of the family within the household of the employee whose illness requires the care of such employee for a period not to exceed twenty-four (24) hours. (Employees can be required to sign an affidavit stating that there is no possible way to make other arrangements.)

The following leave shall be granted to all employees of the Woonsocket Fire Department but shall not be deducted from sick leave:

(1) In case of the death of a father, mother, wife, husband or child of any employee, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed five (5) days.

(2) In case of the death of a mother-in-law, father-in-law, step-father, step-mother, brother or sister of an employee, such employee shall be entitled to a leave of absence with pay from the time of notification of the death to and including the day of the burial, not to exceed five (5) days.

(3) In case of the death of a grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law, or son-

in-law, such employees shall be entitled to a leave of absence with pay covering the day before the funeral and the day of the funeral.

(4) In case of the death of a nephew, niece, uncle or aunt, such employee shall be entitled to a leave of absence with pay for the day of the burial, or the night before.

(5) In the case of the death of a relative other than as herein before provided, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the Chief of the Department.

(6) Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.

11.3 IN LINE OF DUTY ILLNESS

In line of duty illness shall be in conformity with Chapter 45-19-1 of the General Laws of Rhode Island, 1956, as amended, and is as follows:

"45-19-1. Salary payment during line of duty, illness or injury. -- Whenever any police officer, fireman, or crash rescue crewman of any city, town or the state of Rhode Island shall be wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of his duties, the respective city, town or state of Rhode Island by which said police officer, fireman, or crash rescue crewman is employed shall, during the period of such incapacity pay such police officer, fireman, or crash rescue crewman the salary or wage to which the said police officer, fireman, or crash rescue crewman would be entitled had he not been so incapacitated, and in addition thereto, shall pay such medical, surgical, dental, optical, or other attendance or treatment, nurses and hospital services, medicines, crutches, and apparatus for such period as is necessary, except that if any said city, town, or the state of Rhode Island shall provide said police officer, fireman, or crash rescue crewman with insurance coverage for the above related treatment, services, or equipment, then said city, town, or the state of Rhode Island shall only be obligated to pay the difference between the maximum

amount allowable under said insurance coverage and the actual cost of said treatment, service, or equipment. In addition, said cities and towns shall pay all similar expenses incurred by a member who has been placed on a disability pension and suffers a recurrence of the injury or illness that dictated his disability requirement. As used in this section, the term "police officer" shall mean and include any chief or other member of the police department of any city or town regularly employed at a fixed salary or wage. As used in this section, the term "fireman" shall mean and include any chief or other member of the fire department of any city or town crash rescue crewman of the state of Rhode Island, regularly employed at a fixed salary or wage.

11.4 IN LINE OF DUTY INJURY

(a) Members of the Fire Department covered by this Agreement who are injured or contract an illness in the line of duty shall receive full salary while their incapacity exists or until they are placed on a disability retirement.

(b) This section is in conformity with Chapter 45-19-1 of the General Law of Rhode Island, 1956, as amended, and as set forth in Section 11.3 above. In the event that a fire fighter, who has received the benefits of 45-19-1, commences a civil action against any third party for said injury or illness, the City of Woonsocket shall be subrogated to the right to recover any expenditure made pursuant to Section 45-19-1 from any judgment or settlement of said action.

(c) Medical care for those injured or who contract illness in the line of duty shall be as follows:

Members who are injured or become ill in the line of duty shall have the right to select their emergency treatment facility or hospital and/or physician or specialist. If the employee is unable to make the choice, the choice shall be made, where practical, by the nearest relative or household member. The physician so selected shall be considered the injured member's private physician.

In all cases involving injuries in the line of duty that do not require hospitalization, the injured individual shall have the right to be treated by a physician of his/her own choice.

All injuries, illnesses and reoccurrences, regardless of nature or severity, incurred in the line of duty, shall be reported within 24 hours in accordance with the rules and regulations of the Woonsocket Fire Department. In order for any member to be initially carried IOD, they must seek medical attention and shall submit a report/statement from the hospital or treating physician to the Deputy Chief. Until a report is received, the individual will be carried on sick leave or leave without pay if the individual has no available sick time. This report/statement must indicate a diagnosis, whether or not it is job-related, and if the individual is able to remain on duty, return to light duty or be released from duty, and the length of time for which the individual is so relieved. A hospital or treating physician's note that relieves an individual for a specific time is valid only for that number of calendar days even if that period constitutes the individual's days off.

If the employee's physician determines that the employee is suffering from a work related injury/illness, the City may require the member to be examined by a physician selected by the City. If a conflict arises as to the work related status of the injury/illness, a third physician shall be mutually appointed as a neutral. The results of the examination by the neutral/third physician shall be conclusive on the parties, provided however that the City or Local #732 shall have the right to have said determination reviewed by a single arbitrator under Article 14.1 Arbitration Procedure.

11.5 NOTIFICATION OF LEAVE

During the month of January of each year, the Personnel Director shall notify, in writing, each member of the Fire

Department of his/her present status under the provisions of sick leave and compensatory time.

11.6 SENIORITY LIST

The Personnel Director shall prepare and forward to the Secretary of Local 732 the seniority list of employees by class of position. Seniority lists shall be revised when necessary and shall be prepared and posted on the bulletin boards within each station showing the employees name, class of position and seniority.

11.7 UNION COMMITTEE

The Union Secretary shall furnish the Personnel Director with a written list of its Officers immediately after their designation and promptly notify the Director of any change in such Officers.

11.8 LEAVE OF ABSENCE

Upon written application, any employee covered by this Agreement may be granted a leave of absence, if approved by the appointing authority, not to exceed six (6) months and subject to one (1) renewal not to exceed six (6) months for reason of personal illness, illness in the immediate family, disability or for the purpose of furthering his/her education or training.

ARTICLE XII

12.1 EMPLOYEES RETIRED ON DISABILITY PENSION

(a) When an employee covered by this Agreement has been placed on the disability pension list for injuries or illness suffered or contracted in the line of duty, the Director of Public Safety reserves the right to have said retired employee examined from time to time by the City Medical Board.

(b) If, in the opinion of the City Medical Board, the said retired employee is found to be physically fit to resume his/her duties as an active member, he/she may be ordered to do so by the Director of Public Safety.

(c) Refusal to resume duties shall be cause for removal from Disability, Retirement and Pension List.

(d) The retired employee shall be entitled to be examined by a doctor or physician of his/her choice.

(e) If the opinion of the employee's private physician is in conflict with that of the City Medical Board, then a third physician mutually agreeable to the City Medical Board and the employee's private physician shall examine said retired employee, and the opinion of the physician so selected shall be conclusive and binding on the parties.

(f) Disability pension shall be a minimum of sixty-six and two-thirds (66-2/3%) percent of salary, longevity and holiday pay, or the employee's pension accrual rate, whichever is greater. This provision will be retroactive to January 1, 1992. Effective July 1, 2002, incentive pay for E.R.S.R.I, employees will be included in annual salary for pension.

12.2 PENSION RETIREMENT BENEFITS

The City of Woonsocket agrees that the present pension provided for all employees who are members of the Woonsocket Fire Department prior to July 1, 1985 shall not be changed without the consent of Local 732, nor shall the amount of contributions presently being made by members of the Woonsocket Fire Department to the Firemen's Pension Fund as set forth in the following Rhode Island General Laws:

Effective June 30, 1991, the pension contribution of employees on the Woonsocket Fire Department shall be eight (8%) percent of salary, longevity, and holiday pay.

Effective June 30, 1991, employees on the Woonsocket Fire Department shall be eligible to retire after completing twenty (20) years of service at fifty (50%) percent of their annual salary which shall include longevity. Effective July 1, 1991, holiday pay shall be included in annual salary for pension. Effective July 1, 2002, incentive pay for E.R.S.R.I, employees will be included in annual salary for pension.

SECTION 1. Section 4 of Chapter 1804 of the Public Laws of 1946 entitled 'AN ACT AUTHORIZING THE CITY OF WOONSOCKET TO ESTABLISH FIRE DEPARTMENT PENSION FUNDS AND IN AMENDMENT OF THE SECOND PARAGRAPH OF SECTION 6 OF CHAPTER 2246 OF THE PUBLIC LAWS, 1935, ENTITLED 'AN ACT TO ESTABLISH A BOARD OF POLICE COMMISSIONERS FOR THE CITY OF WOONSOCKET, AND REPEALING CHAPTER 923 OF THE PUBLIC LAWS, 1926, AS AMENDED BY CHAPTER 1501 OF THE PUBLIC LAWS, 1929' is hereby amended to read as follows:

Section 4. The Director of Public Safety shall place upon said pension list any officer who has completed twenty years of continuous active service in the department, provided that a written request to that effect has been made by said officer or permanent member. The Director of Public Safety shall, except as hereinafter provided, place upon said pension list any officer or permanent member of said fire department who has attained the age of sixty-five years.)

SECTION 2. Chapter 1804 of the public laws of 1946 entitled 'AN ACT AUTHORIZING THE CITY OF WOONSOCKET TO ESTABLISH FIRE DEPARTMENT PENSION FUNDS AND IN AMENDMENT OF THE SECOND PARAGRAPH OF SECTION 6 OF CHAPTER 2246 OF THE PUBLIC LAWS, 1935, ENTITLED 'AN ACT TO ESTABLISH A BOARD OF POLICE COMMISSIONERS FOR THE CITY OF WOONSOCKET, AND REPEALING CHAPTER 923 OF THE PUBLIC LAWS, 1926, AS AMENDED BY CHAPTER 15 01 OF THE PUBLIC LAWS, 1929' AS AMENDED, is hereby further amended by adding thereto the following:

Section 13. Any officer or permanent member of said fire department who shall retire on or after September 1, 1985, shall be entitled to a three (3%) percent pension increase annually, and shall receive said increase on July 1 of each and every year. Surviving spouses will receive 67.5% of their spouses COLA payment.

Section 14. Employees with 20 years of service accrue an additional pension of 2.5% of pay for each year above 20 years of service. In no case will the additional pension accruals result in a pension greater than 75% of pay at date of retirement, provided however those employees who earn additional pension benefits for rescue shall be allowed to exceed the 75%.

Section 15. Widows/Widowers benefits shall be paid as follows:

(a) For a non-job related death, a widow/widower shall be entitled to a thirty (30%) percent pension plus ten (10%) percent for each child 18 and under with a maximum of fifty (50%) percent for less than 20 years of service. The City shall pay sixty-seven and one-half (67-1/2%) percent of employees pension for more than 20 years of service or for members who are on pension. This pension shall cease upon widow's/widower's remarriage.

In case of death of the widow/widower, the present - pension benefit that he/she receives shall be equally divided between all the children who are 18 or under, and shall continue to be paid until the youngest child has completed his or her 18th year.

(b) For a job-related death, a widow/widower shall be entitled to a fifty (50%) percent pension plus ten (10%) percent for each child 18 or under with a maximum of sixty-six and two-thirds (66-2/3%) percent of pay for less than 20 years of service. The City shall pay sixty-seven and one-half (67-1/2%) percent of employees pension for more than 20 years of service or for members who are on pension. This pension shall cease upon the widow's/widower's remarriage.

The pension for a job-related death shall be calculated at the next higher rank above the rank at which the deceased Fire Fighter was serving at the time of death if the death was responding to, at, or returning from the scene of an emergency situation requiring fire

fighters and apparatus. Employees in the State Retirement System will follow that system's rules.

In case of death of the widow/widower, the present pension benefit that he/she receives shall be equally divided between all children who are 18 or under, and shall continue to be paid until the youngest child has completed his or her 18th year.

Provided, however, that the widow of Jean Laliberte shall be entitled to a weekly pension of \$119.12, payable by the City of Woonsocket which sum represents fifty (50%) percent of pay at the time of death, plus ten (10%) percent for one child. This pension shall cease upon death or remarriage.

~~Section 16. All retirees before August 31, 1985 shall receive a pension increase on September 1, 1986, computed as follows:~~

<u>PRESENT PENSION</u>	<u>INCREASE</u>
Under \$50.00	\$15.00 Per Week
Weekly	Increase
\$51.00 to \$169.00	\$10.00 Per Week
Weekly	Increase
\$170.00 and Over	\$5.00 Per Week
	Increase

In addition, these retirees shall receive an additional increase of five (\$5.00) dollars per week every third year, commencing July 1, 1989.

SECTION 17. For the purpose of funding SECTION 13 of this act, employee deductions will increase from three (3%) to seven (7%) percent of payroll effective July 1, 1985. The additional deduction together with the City's one (1%) percent effective July 1, 1985, and an additional one (1%) percent on July 1, 1986, shall be placed in a separate fund. The City shall fund this special plan. Beginning 7/1/88, the City shall add .5% to this fund.

SECTION 18. For the purpose of paying SECTION 16 of this act, all cost shall be added to the employees

pension cost as needed. Beginning July 1, 1999, the City will contribute nine thousand one hundred (\$9,100.00) dollars per year to decrease the liability to current employees. This amount will decrease by two hundred sixty (\$260.00) dollars per retiree upon their passing. Effective July 1, 2003, the City shall assume 50% of the amount needed to fund this section. On July 1, 2004, the City shall assume 100% of the amount needed to fund this section.

12.3 STATE OPTIONAL PLAN

Effective June 30, 1991, the City shall provide to all employees hired after July 1, 1985, a retirement benefit pursuant to the State Optional Twenty (20) Year Retirement Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) with the employee's contribution being eight (8%) percent of payroll and the City paying the balance thereof.

The City shall also provide for employees under the State Optional Plan to participate in the Pension Escalation Clause with the City paying the full cost.

12.4 PENSION REOPENING

The City of Woonsocket and Local 732 agree that during the term of this Agreement, either party shall have the right to reopen this contract and to discuss with the other party the entire subject of pensions for employees covered by this Agreement, and both parties hereto agree that upon receipt of such request, they will meet with the other party to undertake discussions concerning the entire scope of pensions.

12.5 MILITARY SERVICE BUY-BACK

Buy-back of military service for Fire Fighters active service time in the Armed Forces of the United States will be credited for

up to a maximum of four (4) years as time spent in the City Pension System if:

(1) You became a member of the Fire Department subsequent to your military service and elect to purchase credits at a cost of ten (10%) percent of your entrance pay at the time of appointment to the department. (Entrance Rate x 10% x number of weeks of military service not to exceed two hundred and eight (208) weeks).

You must have at least six (6) months active service and may purchase up to a maximum of four (4) years active service.

(2) Employees who want to purchase these credits shall have eighteen (18) months from the date of this arbitration award to do so.

(3) Credits purchased under this provision shall not reduce the number of years of continuous active service in the department necessary for retirement eligibility below twenty (20) years.

ARTICLE XIII

13.1 GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the City and Local 732 or between the City and any employee covered by this Agreement with respect to the interpretation, application, claim, breach, or violation of any of the provisions of this Agreement or of any rule or regulation governing the Fire Department.

13.2 SETTLEMENT OF GRIEVANCE

Any such grievance shall be settled in accordance with the following procedure:

(a) All grievances must be presented to a member of the Union Executive Board for consideration within seven (7) days of

the alleged occurrence. The Union Executive Board shall present the grievance within seven (7) days of receipt to the Chief of the Department, and the Chief of the Department shall give their answer in writing within seven (7) calendar days after receipt of the grievance.

(b) Failing to settle the grievance under Paragraph (a) above, the same shall be presented to the Public Safety Director within five (5) calendar days of the decision under Paragraph (a) above, and the Public Safety Director shall give his/her answer in writing within five (5) calendar days after receipt by him/her of the grievance.

(c) Failing to settle the grievance under Paragraph (a) and (b) above, the grievance shall be presented to the Union Grievance Committee and processed in accordance with the bylaws of Local 732. Adoption of the grievance shall cause the grievance to proceed to step (d) below. Rejection of the grievance shall cause the termination of the grievance.

(d) Failing to settle the grievance under Paragraphs (a) and (b) above, and with favorable action under (c) above, it shall be presented to the Personnel Board, and the Personnel board shall give its answer in writing within five (5) calendar days thereafter.

(e) The Local and the City agree to accept and act promptly on any grievance of a general nature received from one another. Any such grievance shall be presented in writing and will be processed in accordance with the provisions of Paragraphs (a), (b), (c), and (d) above.

(f) In the event the grievance is not settled in a manner satisfactory to either party, then that party (whether or not the party brings the original grievance) may submit such grievance to arbitration in the manner hereinafter provided.

(g) In addition to the foregoing procedure. Local 732 shall have the right to present a grievance on behalf of any employee covered by this Agreement or on its own behalf or any alleged violation of any of the terms, conditions, or provisions of this Agreement or of any rule or regulation governing the Fire Department. In any case where a grievance is brought by Local 732, it shall be presented in writing to the Chief of the Fire Department within ten (10) calendar days from the date of the occurrence of said alleged grievance. The Chief of the Fire Department shall meet with the President and Executive Committee

of Local 732 within five (5) calendar days of the receipt of such notice of an alleged grievance.

In any case where a grievance is brought by Local 732 directly to the Chief of the Fire Department, the procedure as herein before outlined with respect to individual grievances shall apply.

(h) In the event the Chief of the Fire Department, Public Safety Director or member of the Personnel Board are out of town at the time their duties are called for under the foregoing provisions, the time period shall not commence to run until the Chief of the Fire Department, Public Safety Director and/or members of the Personnel Board shall return to the City.

(i) In the event the Chief of the Fire Department, Public Safety Director or Personnel Board shall fail to act within the time specified and the grievant notifies said defaulting party, and if the defaulting party fails to act within five (5) calendar days of the date of said written notice, the failure to act shall be construed as a favorable decision to the employee, and the employee's grievance will be considered settled and will be implemented by the City.

ARTICLE XIV

14.1 ARBITRATION PROCEDURE

In the event a grievance has not been resolved in accordance with the provisions of Paragraph 13.2 above, the same may be submitted by either party to a Board of Arbitration.

Should either party desire to proceed further, it shall notify the other party within seven (7) calendar days of the last decision under Paragraph 13.2.

The Arbitration Committee created for the purpose of arriving at a final resolution of the grievance shall be composed in the following manner:

A representative shall be selected by the Mayor to represent the City within seven (7) calendar days of the date of the written notice herein before referred to; a representative shall be selected by the President of Local 732; and a third

disinterested member shall be selected by the first two (2) members. If agreement cannot be reached on the third member within five (5) calendar days of the appointment of the last of the two (2) members selected, either party may request the assignment of the third disinterested member by the American Arbitration Association.

Such Committee shall meet within ten (10) calendar days of the appointment of the third member of the Committee and shall conduct a hearing on the grievance and shall render its decision within thirty (30) calendar days from the date of the conclusion of such hearings. The decision handed down shall be" final and binding upon all parties to this Agreement.

Fees and necessary expenses of the third party shall be borne equally by the parties hereto.

14.2 NON WAIVER OF STATUTORY PROVISIONS

Nothing contained in this Agreement shall, in any way, be a waiver of the provisions of Title 45, Chapter 20, Section 1, of the General Laws of the State of Rhode Island, which said chapter is entitled "Appeals from Police and Fire Departments". Any employee covered by this Agreement shall, in addition to any relief provided for herein, have all of the rights set forth in said Title 45, Chapter 20, Section 1.

14.3 CONTRACT ARBITRATION

Arbitration relative to the negotiating of a contract shall be as set forth in Title 28, Chapter 9.1, of the General Laws of Rhode Island, 1957, as amended, commonly known as the Firemen's Arbitration Act.

ARTICLE XV

15.1 REPRESENTATION OF DISCIPLINARY HEARING

No employee covered by this Agreement who is required to appear before the Chief of the Fire Department or Deputy Chief or Public Safety Director or any other person pertaining to disciplinary action of any type shall be required to do so without the employee having a right to request a representative of Local 732 being present with him/her at the time of such appearance and, if the employee so requests, said representative shall be entitled to be present with the employee.

15.2 NOTIFICATION OF DIRECTIVES

The City agrees that a copy of any order or directive from the Chief of the Fire Department, Director of Public Safety, Mayor, Personnel Director or other City official concerning the Fire Department shall be given to the President of Local 732.

15.3 LEGAL SERVICES

The City of Woonsocket agrees to provide legal services in defense of any suit of a civil nature against any employee, including depositions, covered by this Agreement in the performance of on-the-job duties, and to indemnify said employee from any award against said employee, except in municipal complaints against said employee.

15.4 SNOW PLOWING

The City shall provide for all snow plowing at all the Fire Stations; the aprons on a priority basis, the parking lots on a non-priority basis.

15.5 SUMMER DRESS

(a) Uniform golf shirts/sweatshirts bearing the Union Woonsocket Fire Department insignia and sweatshirts bearing the Union insignia will be allowed to be worn by members of Local 732 any time during the year.

Detail uniforms will be the departmental work uniform including the dress hat. Golf shirts will not be allowed to be worn at details.

Tee-shirts shall be allowed as station wear between the hours of 6:00 PM and 8:00 AM at any time of the year.

Members shall be allowed to wear NFPA shorts from June 1st to September 30th. Specific style/brands as agreed upon by the Chief of the Department and Local #732.

15.6 WORKING CONDITIONS

(a) Training, drills or inspections shall only be done Monday through Friday from 9:00 a.m. to 11:00 a.m., and from 1:00 p.m. to 3:00 p.m. There shall be no training, drills, or inspections on holidays.

No outside drills or inspections shall be conducted when the temperature is below 40 degrees or above 80 degrees F.

(b) The City shall be responsible to provide transportation for on duty members to and from fire stations, and to and from incident scenes.

15.7 CONSOLIDATION

During the term of this agreement, the Police and Fire Departments shall not be consolidated.

15.8 DISPATCHERS

As of July 1, 1996, the following assignment schedule shall apply to new appointees to the Woonsocket Fire Department:

Probationary Dispatcher: first year of employment.

Dispatcher: after first year. Dispatcher position will be in effect until there is a vacant position on a Rescue, Engine, or Ladder Company. (Dispatchers will be allowed to bid when there are eight less senior Dispatchers below him/her.)

NOTE: Any dispatcher employed at the time of the execution of this agreement will be compensated at "Firefighter" pay grade if still assigned to fire alarm on the employee's second anniversary date.

Overtime in Fire Alarm will be filled by Dispatchers or by fire fighters, using the regular overtime list.

A fire fighter on light-duty status may replace a Dispatcher on the fire fighter's own platoon. In these instances, the most senior Dispatcher shall temporarily be assigned as a fire fighter on the platoon of the injured fire fighter. (If necessary, the replaced Dispatcher from the platoon of the injured fire fighter shall be re-assigned to Fire Alarm on the platoon of the most senior Dispatcher.)

Dispatchers who replace fire fighters on light-duty status must be trained using Fire Fighter 1001 standards and all other current training standards used by the Woonsocket Fire Department. Dispatchers who replace fire fighters on light-duty status shall be paid at fire fighters rate.

ARTICLE XVI

16.1 DURATION OF AGREEMENT

This Agreement shall be for the period beginning July 1, ~~2005-2008~~ and terminating midnight June 30, ~~2008~~ 2011.

The execution of this Agreement is in accordance with Chapter of the Ordinances of the City of Woonsocket as follows:

"It is ordained by the City Council of the City of Woonsocket as follows:

Section 1. The Mayor, Public Safety Director and Personnel Director of the City of Woonsocket, are hereby authorized to enter into and execute a contract agreement with Local 732, International Association of Fire Fighters, pursuant to the provisions of 28-9.1 of the General Laws of Rhode Island entitled 'The Firefighters Arbitration Act'.

Section 2. This Ordinance shall take effect upon the eleventh consecutive day following its passage by the City Council as provided in Chapter III, Section 9 of the Woonsocket Home. Rule Charter and all ordinances or parts of ordinances inconsistent herewith are hereby repealed."

IN WITNESS WHEREOF, The City of Woonsocket has caused this Agreement to be executed and its corporate seal to be affixed by Susan D. Menard, its Mayor and Public Safety Director and Owen T. Bebeau its Personnel Director, thereunto duly authorized by the City Council of the City of Woonsocket, as of the day and year first above written, and the said Local No. 732, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be signed by Steve Reilly, its President, and Michael H. Lataille, its Secretary-Treasurer, thereunto duly authorized as of the day and year first above written.

CITY OF WOONSOCKET

LOCAL 732, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

BY: _____
Susan D. Menard, Mayor

BY _____
Steve Reilly
President

BY: _____
Susan D. Menard
Public Safety Director

BY _____
Michael A. Lataille
Secretary - Treasurer

BY: _____
Gary Lataille
Fire Chief

In the Presence of:

In the Presence of:
